

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

DENNIS M. DONOVAN,
Plaintiff,

V.

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY
AND POPEO, P.C., ROBERT M. GAULT,
individually, and PETER J. MARATHAS, JR.,
individually,

Defendants,

RAYTHEON COMPANY,
Intervenor.

CIVIL ACTION NO.
04-12110 MLW

**RAYTHEON COMPANY'S PARTIAL WITHDRAWAL
OF EMERGENCY MOTION TO IMPOUND**

Raytheon Company ("Raytheon") partially withdraws its pending Emergency Motion to Impound, insofar as that Motion relates to Dennis Donovan's Employment Agreement and the two amendments thereto. Raytheon presses the Emergency Motion as to the remaining documents covered by the Motion, to wit, Mr. Donovan's Severance Agreement and the letter from Robert Gault to former Raytheon General Counsel Thomas Hyde (endorsed and returned by Mr. Hyde).

This partial withdrawal is a function of defendant Mintz Levin's reminder to Raytheon that the Employment Agreement and amendments thereto were previously put on record in a different federal lawsuit brought by Mr. Donovan against Raytheon in May of 2002. Given that Raytheon did not seek protection for the Employment Agreement and amendments at that time, it withdraws the Motion to protect those documents now. However, it remains Raytheon's strong belief that materials normally treated by the Company as private, including personnel records

such as all of those covered by the Motion to Impound, should not be released into the public domain.

Raytheon does not seek, and has not sought, to avoid turning over the documents at issue,¹ or to prevent the use of the documents in this litigation. Rather, it seeks to ensure that the documents are used only in a manner that will prevent unnecessary publication and public dissemination.

RAYTHEON COMPANY

By its Attorneys,

/s/ Joan A. Lukey
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Dated: November 3, 2004

¹ Indeed, the documents covered by the Emergency Motion to Impound are already in the possession of both the plaintiffs and the defendants in the captioned litigation.